

**Staff
Summary
Report**



**To: Mayor & City Council
Through: City Manager**

**Agenda Item Number 15
Meeting Date 08/01/02**

**SUBJECT: AMENDMENT TO ANNUAL AGREEMENT WITH CITY OF PHOENIX
FOR COMPUTER AIDED DISPATCH**

PREPARED BY: Jim Gaintner, Assistant Fire Chief (858-7202)

REVIEWED BY: Cliff Jones, Fire Chief (858-7201)

BRIEF: Request approval of an amendment to the annual CAD dispatching contract with the City of Phoenix.

COMMENTS: **FIRE/PARAMEDIC SERVICE ADMIN (0605-01)** Request to approve an amendment to the annual CAD dispatching contract with the City of Phoenix authorizing infrastructure and payment for an 800 mhz trunked radio system in the amount of \$2,894.663.00

Document Name: (20020801fdkp01) **Supporting Documents:** Yes

SUMMARY: Tempe has been part of an automatic aid and joint dispatch system with the City of Phoenix and other valley cities since 1981. During those years a VHF radio system has been used. During the 1990's the FCC went through a process of reallocating radio frequencies nationwide. Part of that ruling mandated that local public safety agencies would be forced to transition from VHF frequencies to 800 mhz frequencies. As a result, the City of Phoenix and all the fire departments on the automatic aid system have been planning for this move for several years. Legal authorization and a formula for sharing the cost of the infrastructure have been agreed upon and are being incorporated into our annual CAD dispatching contract.

FISCAL NOTE: Funds for this project are included in the 2002-2003 CIP budget.

RECOMMENDATION: That the City Council authorize execution of the amendment to the CAD contract.

AGREEMENT NO. 29839-020
(Same being Amendment No. 1 to Agreement No. 29839-019)

**PHOENIX FIRE DEPARTMENT
REGIONAL DISPATCH SYSTEM**

(AGREEMENT WITH THE CITY OF TEMPE)

THIS AMENDMENT to Agreement No. 29839 (same being Amendment No. 1 to Agreement No. 29839-019), is made and entered into this _____ day of _____, 2002, by and between the City of Phoenix, Arizona, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter referred to as "PHOENIX"), and the CITY OF TEMPE, Arizona, a municipal corporation of the State of Arizona, duly organized and existing under the laws of the State of Arizona (hereinafter referred to as "TEMPE").

RECITALS

WHEREAS, on or about July 1, 1982, the parties did enter into Agreement No. 29839 (hereinafter sometimes referred to herein as the "Principal Agreement") for the purpose of permitting and facilitating the TEMPE participation in the PHOENIX Regional Dispatch System; and,

WHEREAS, from time-to-time the parties have amended the Principal Agreement; and,

WHEREAS, the most recent amendment to the Principal Agreement is designated 29839-019, which amendment sets forth, in full, the restated and comprehensive current agreement and understanding of the parties by which TEMPE participates in the Phoenix Fire Department's Regional Dispatch System; and,

WHEREAS, PHOENIX is in the process of implementing a new Phoenix Regional Wireless Network, (hereinafter referred to as "PRWN"); and,

WHEREAS, it is the belief of the parties that Public Safety Communications interoperability with other Fire/EMS jurisdictions within the region is in the best interest of the community, promotes efficient Public Safety service delivery and enhances Personnel Safety; and,

WHEREAS, in order for TEMPE to participate in the PRWN, PHOENIX must expand the PRWN into TEMPE; and

WHEREAS, PHOENIX and TEMPE desire to amend the Agreement to facilitate expansion of the PRWN into TEMPE; NOW THEREFORE,

AGREEMENT

IT IS HEREBY AGREED by and between PHOENIX and TEMPE, as follows:

The Fiscal Year 2001/2002 Computer Aided Dispatch (CAD) Contract, City of Phoenix Agreement No. 29839-019, is hereby amended to include the one-time infrastructure cost of participation of the TEMPE Fire Department in the Phoenix Regional Wireless Network ("PRWN"), as follows:

SECTION 1. That Section III of Agreement No. 29839-019 be, and it is hereby, amended by adding thereto a new subsection, Subsection B, and a new exhibit, Exhibit "A." Section III(B) shall read, in its entirety, as follows:

- B. In addition to the payments described in Subsection A, above, the CITY OF TEMPE shall reimburse PHOENIX for the cost of expanding the PRWN to provide radio coverage into TEMPE in accordance with the schedule contained in "Exhibit A." Unless otherwise agreed upon by the parties, the amount of the reimbursement for the one-time infrastructure costs shall not exceed \$2,894,663.00. On or before June 30, 2002, the parties shall agree on the payment terms for the aforementioned sum. The TEMPE share of infrastructure cost, i.e., \$2,894,663.00, shall be paid in full within 10 years of the execution date of this Addendum. "Exhibit A" is attached hereto and by this reference incorporated herein as though fully set forth.

SECTION 2. That Section IV of Agreement No. 29839-019 be, and it is hereby, amended by repealing the existing Subsection L and adding a new Subsection L, same to read, in its entirety, as follows:

- L. Provided that all sums owed for infrastructure costs are paid in full, TEMPE may terminate this Agreement at any time prior to April 1st of any calendar year by providing written notice thereof to the Phoenix Fire Chief. Termination pursuant to said notice shall be effective on July 1st of that year. However, PHOENIX may terminate this Agreement at any time prior to April 1st of any calendar year by providing written notice thereof to the TEMPE Fire Chief. PHOENIX's termination pursuant to said notice shall be only for cause and provided TEMPE, after reasonable notice, has failed to cure its default. PHOENIX's termination shall be effective on July 1st of the calendar year that notice is given. The parties hereto acknowledge that this Agreement is subject to termination by PHOENIX and TEMPE, pursuant to the provisions of A.R.S. § 38-511. Termination of this Agreement will, at the same time, discontinue membership of TEMPE within the Phoenix Fire Department Regional Dispatch System and subsequently render all Automatic Aid Agreements with members of the system null and void.

For purposes of satisfying ARS § 9-461.12(c), as it relates to the notification of intent to dispose of any real property that is held in common as a result of intergovernmental agreements, there is no real property to be disposed of should this Agreement be terminated.

SECTION 3. That Section IV of Agreement No. 29839-019 be, and it is hereby, amended by adding thereto new subsections, Subsection U and V, same to read, in their entirety, as follows:

- U. The parties acknowledge that the Phoenix Regional Wireless Network ("PRWN") shall be implemented pursuant to the following:
 - 1. PHOENIX shall implement a PRWN that will allow TEMPE to provide service on the date the radio system is activated.
 - 2. PHOENIX shall provide the PRWN infrastructure. TEMPE shall reimburse PHOENIX for the TEMPE proportionate share of the Operations and Maintenance costs. Operations and Maintenance costs are subject to future negotiation under separate agreement.
 - 3. TEMPE shall be responsible for providing mobile and portable radio devices that are compatible with the PRWN infrastructure.
- V. The parties acknowledge that TEMPE has expended substantial sums for infrastructure improvements and as a consequence, to the extent permitted by law, shall be entitled to renew this Agreement for ten (10) years, commencing from the year of this Amendment. Such renewal right shall be forfeited in the event TEMPE fails to comply with the provisions of this Agreement or fails to make any required payment to PHOENIX.

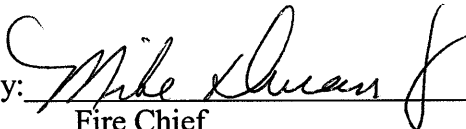
SECTION 4. Except as otherwise specifically set forth herein, all of the rest, residue and remainder of the terms and conditions set forth in Agreement No. 29839-019 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above mentioned.

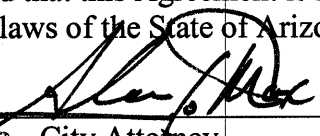
CITY OF PHOENIX, a municipal corporation
FRANK FAIRBANKS, CITY MANAGER

ATTEST:

By: _____
City Clerk
City of Phoenix

By: 
Fire Chief
City of Phoenix

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledges: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to her/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: 
ACTING City Attorney
City of Phoenix



CITY OF TEMPE, a municipal corporation

ATTEST:

By: _____
City Clerk
City of Tempe

By: _____
City Mayor
City of Tempe

In accordance with the requirement of Section 11-952(D), Arizona Revised Statutes, the undersigned attorney acknowledges: 1) that he/she has reviewed the above agreement on behalf of his/her respective clients; and 2) that, as to his/her respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona

By: _____
City Attorney
City of Tempe